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ABSTRACT

Articles of the agreement cover recognition of employee representative; negotiation procedures; management rights and responsibilities; association rights and responsibilities; appointment, retention, and evaluation of instructional staff; conditions of employment; faculty benefits; academic freedom and tenure; instructors' rights and responsibilities; grievance procedure; personnel files; and a summary of agreement. (MJM)

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Burlington County College
New Jersey
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COLLECTIVE AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE BURLINGTON COUNTY COLLEGE

and

THE BURLINGTON COUNTY COLLEGE FACULTY ASSOCIATION

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
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July 1, 1972 to June 30, 1974

HE 005 146

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THIS AGREEMENT is entered into this 6th day of February 1973, by and between the Board of Trustees of Burlington County College, hereinafter referred to as the "Board" and the Burlington County Faculty Association, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, for all full-time instructional personnel under contract to the Board including:

1. Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor or Professor
2. Student Development, Learning Resources and Instructional personnel having faculty rank and filling the positions of Student Development Specialist (Counselor), Librarian, Catalogue Librarian, Reference Librarian, Acquisitions Librarian, A-V Specialist, Coordinators, or similar titles and/or positions.

B. All other personnel are excluded from the bargaining unit.

C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student development personnel and learning resources personnel as used herein shall apply to all employees in the bargaining unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations during the first week of October 1973 over a successor Agreement to be applicable to the 1974-75 fiscal year and such additional years as agreed to. Any Agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified Agreement shall be formally adopted and signed by both parties.

B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made available to the public including the HEGIS report.

C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counterproposals during negotiations.

D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement.

F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties.

G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.

B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures nor to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and decision action to the extent that such actions are not in contravention of the laws or Constitution of the State of New Jersey or of the United States of America.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. General Provisions

1. The Association shall enjoy such rights and privileges as are awarded by this Agreement and by law.

B. Conduct of Association Business

1. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they have no instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

2. In recognition of services as a faculty leader and college advisor, the President of the Faculty Association shall be granted 3 points per semester and 2 points per term as part of his load during his normal contract period. In the event the President is a non-teaching faculty member, he will receive supplementary remuneration based on the above points multiplied by the point factor appropriate to his academic rank as identified in ARTICLE VI, Section B.4., of this Agreement. In such case, the President of the Association shall fulfill the regular obligations of his position and workweek exclusive of time devoted to services as faculty leader and college advisor. Point values granted under this provision shall not be subject to revaluation as provided in ARTICLE VI, Section B.3.a.(1).

C. Use of College Property

1. With the prior approval of the President or his designee, the Association's duly authorized representatives employed by the College may be permitted use of College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval), at such times and places that will not interfere with, delay or defer any activities or functions of the College.

D. Association Liability

1. The Association will be responsible for payment of all damages to or loss of equipment and facilities due to the fault of the Association. The Association shall supply at its own cost or reimburse the College for stationery and other consumable items required for its use in carrying on the administrative, financial or operational functions of the Association.

E. Use of College Mail and Telephone Systems

1. The Association will be permitted the use of the College communications system including internal mail and telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and bear the name or signature of an authorized Association representative.
2. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.

F. Use of Bulletin Boards

1. The Association may post notices on mutually agreeable bulletin

boards. All materials posted must relate to official business of the Association.

G. Payroll Deductions

1. Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to a bona fide employee organization shall be made in accordance with N.J.S.A. 52:14-15.9(e) and the established business practices of the College.

   a. All authorizations for such deductions must be submitted, in writing, by each individual member making such authorization on a mutually agreeable form at least thirty (30) days prior to the first deduction.

   b. Deductions authorized on or before October 15th each year, shall be made in ten (10) equal amounts beginning with the pay period ending November 15th provided, however, that the total amount authorized is not less than thirty dollars ($30.00). Deduction authorizations totaling less than thirty dollars ($30.00) shall be made in six (6) equal amounts beginning with the pay period ending November 15th. Deduction authorizations totaling $10.00 or less will be made in one deduction from the November 15th payroll.

   c. Deductions authorized after October 15th shall be made in six (6) equal amounts beginning with the pay period ending February 15th if total authorized deduction is more than ten dollars ($10.00) Those totaling ten dollars ($10.00) or less will be made in one deduction from the February 15th payroll.

d. Remittance of deductions shall be made to the Association Treasurer by the College Business Office no later than the 15th of the month following that in which the deductions were made.

e. The following represents eligible employee organizations:

(1) Burlington County College Faculty Association

(2) National Education Association and/or its higher education affiliate

(3) New Jersey Education Association and/or its higher education affiliate

(4) Association of New Jersey County College Faculties

H. Nondiscrimination Provisions

1. The Board reiterates its determination to continue its established policy of prohibiting discrimination against any faculty member on the basis of race, creed, color, religion, national origin, sex, age, marital status or membership or participation in political activities or the lack thereof.

ARTICLE V

APPOINTMENT, RETENTION AND EVALUATION OF INSTRUCTIONAL STAFF

A. Appointment of Instructional Staff

1. Initial Appointment

a. Members of the instructional staff will be appointed in accordance with guidelines established by the Board. In making appointments, the Board of Trustees shall act upon the recommendation of the President, which may be made after consultation with faculty and administrative officials. Initial salaries will be determined on an individual basis by the President or his designee.

2. Teaching Faculty Contract Year

a. The initial contract period for full-time, 10-month teaching staff will include the Fall Semester, Winter Semester and Spring Term or the Summer Term, Fall Semester and Winter Semester. The faculty member's contract period may not be changed without his prior written approval.

B. Retention of Instructional Staff

1. Reappointment

a. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later than March 15th of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following the ratification of such Agreement.

b. The President of the Faculty Association and the appropriate Division Chairman and/or Administrative Supervisor shall receive on March 29th or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the President of the College, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Office of the President of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more than 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

2. Non-reappointment

a. In the event the Board does not intend to reappoint a faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

(1) Faculty whose initial contract was effective on or before May 31, 1971

(a) Non-reappointment to 2nd year contract - March 15th of the first contract year

(b) Non-reappointment to 3rd year contract - December 15th of second contract year

(c) Non-reappointment to 4th year contract - June 30th of the second contract year

(2) Faculty whose initial contract was effective on or after June 1, 1971

(a) Non-reappointment to 2nd year contract - March 15th of the first contract year

(b) Non-reappointment to 3rd year contract - January 15th of the second contract year

(c) Non-reappointment to 4th year contract - December 15th of the third contract year

b. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.

c. Delivery of such notice shall be made personally to the faculty member affected if he is on campus on the required date. In the event such personal delivery is impossible, then registered or certified mail may be used as the delivery agency in which case constructive delivery as evidenced by the postmark, or registry, or certified receipt shall be acceptable.

3. Resignations

a. Instructional personnel who wish to resign shall submit such resignation, in writing, to the President of the College at least 60 days prior to the effective date of such resignation.

4. Appointment of Adjunct Faculty

a. The Board will hire adjunct faculty for teaching assignments under the following conditions:

(1) Overload assignments within the regularly scheduled

college workweek shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full-time employees.

(2) When the number of qualified full-time faculty desiring such course assignments exceeds the number of vacancies available, the following sequence of criteria shall apply in making assignments:

(a) Experience in teaching the course

(b) Seniority

(c) Academic preparation

(d) Rank

(3) No instructor shall be permitted to carry more than 52 load points per semester or 26 points per term without approval of the Dean of Instruction.

(4) When ranked instructional personnel below the level of Division Chairman, whose normal duties are other than teaching, are approved to teach a course and if such teaching is in addition to their regular duties, these personnel shall be compensated on the basis of the application of the same load measurement as applied to 10-month faculty overload using their regular duties as basic load. Such calculations shall be made using the faculty member's 10-month salary and current faculty rank as provided elsewhere in the Agreement.

(5) Such teaching assignment will be restricted to the division or department to which the faculty member is normally assigned unless a chairman of another division requests

otherwise and has common agreement with the faculty member's division or department head.

(6) Excluded from this arrangement are all personnel who are not members of the bargaining unit as defined in ARTICLE I of this Agreement.

(7) Payments to personnel thus engaged shall be made on the same schedule as adjunct and overload payments.

(8) Full-time counselors shall be offered counseling assignments in excess of their normal workweek before adjunct counselors are employed. Such hours in excess of 37½ per week shall be reported to the Director of Guidance and Counseling when such overtime has been previously approved by him and shall be compensated at straight hourly rates for overtime hours under 40 and one and one half time hourly rates for hours in excess of 40. Assignment of overtime work shall be determined by the Director of Guidance and Counseling.

(9) When overload or adjunct positions have been filled in accordance with the above procedure, the Board shall be free to exercise its independent judgment in the selection of adjunct faculty to teach all credit and non-credit courses.

b. When offered an overload, a faculty member must decide whether to accept or reject such offer within three (3) working days or one (1) week before course begins, whichever is later. Rejection shall release the Board from further obligation to

offer overload to that faculty member during the semester or term in which rejection takes place and to permit offer of such rejected course(s) in accordance with Paragraph 4.a.(9) above.

C. Contract Content

1. The official contract shall include:
   a. The dates for which the appointment is effective (contract period)
   b. The salary
   c. Academic rank
   d. The division or department to which he/she is assigned.
2. When known, other specific activities for pay (coaching, etc.) which are expected of the faculty member will be included in a supplementary contract.

D. Summer Assignments

1. Teaching or other supplemental summer term assignments for personnel on regular 10-month contracts shall be considered for those represented staff members who apply for them in accordance with the following procedures:
   a. Applications for summer teaching, counseling, librarian or similar work will be accepted only during the period March 15th to April 15th.
   b. Applicants must state the course(s) they are willing and qualified to teach or work they are qualified to perform.
   c. Based on the number of student applicants, past enrollment experience and projected enrollments, tentative summer teaching appointments will be made no later than two weeks prior to the first day of classes.

d. Summer non-teaching appointments based on identified skills needed will be offered to qualified personnel not later than two weeks prior to the beginning of the scheduled contract period.

e. The faculty member to whom such appointments are offered will notify the respective Division Chairman or Administrative Supervisor of acceptance or rejection not later than one week prior to the start of classes or supplemental contract period.

f. At the close of regular registration (unless early registration allows otherwise), the Dean of Instruction will determine those courses which have sufficient enrollment.

g. From among those qualified personnel who applied to teach courses, final assignments will be made according to the following priority:

(1) Full-time faculty members

(2) Adjunct faculty members

h. When the number of qualified full-time represented personnel desiring supplemental summer employment exceeds the number of vacancies available, the following sequence of criteria shall apply in filling vacancies:

(1) Experience in teaching the course or performing the needed specific task

(2) Seniority

(3) Academic preparation

(4) Rank

i. No teaching faculty member shall be permitted to teach more than two (2) courses in supplemental terms unless all qualified full-time faculty in his subject field desiring supple-

mental teaching assignments have been employed.

E. Student Development and Learning Resources Personnel and Curriculum Coordinators

1. Represented personnel in the Office of Student Development, the Division of Learning Resources and Coordinators in the instructional divisions shall have the option of receiving 10- or 12-month contracts for the 1973-74 contract period. Under either option, these personnel shall work a 37½ hour workweek except Coordinators whose work schedule shall be determined by mutual agreement with their Division Chairman.

2. Upon exercise of the option provided in Paragraph 1., the selected contract period may not be changed except with agreement by the applicable Division Chairman or Administrative Supervisor.

3. Personnel who accept 12-month contracts shall be subject to the calendar and workdays applicable to nonrepresented personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLE VI of this Agreement.

4. Supplementary contracts covering periods other than that provided in the 10-month contract referred to in Paragraph 1. may be offered to represented personnel at any time that anticipated need is identified. Compensation for such supplementary contracts shall be on an actual worked day rate to be calculated on the basis of the regular 10-month contract salary applicable to the period during which the work is performed. Daily rates are determined by dividing the 10-month contract salary by 182.

5. Represented personnel shall have the right to accept or reject such offers of supplementary contracts provided that such decision must be made and communicated to the applicable supervisor no later than one week after such contract is offered.

F. Reduction in Staff

1. Whenever it is necessary to decrease the number of instructional staff because of insufficient funds or a substantial decrease of student population within the College, the Board of Trustees, upon recommendation of the President, may cause the necessary number of staff, beginning with non-tenured persons in reverse order of college service in specific subject matter and organizational areas of the College to be placed on leave of absence without pay. No teacher placed on a leave of absence shall be precluded from securing other employment during the period of such leave of absence.

2. Each individual placed on leave of absence shall be reinstated according to the needs of the College as related to demands within specific areas. Such reemployment shall not result in a loss of status or credit for previous years of service. No new appointments shall be made while there are available persons on leave of absence who are 65 years of age or less and who are adequately qualified to fill the vacancy unless such persons shall fail to advise the President within thirty days from the date of notification by certified mail from the President that positions are available to them, that they will return to employment and will assume the duties of the position to which appointed not later than the beginning of the college year next following the date of said notice by the President.

G. Evaluation of Personnel

1. The Board retains its right to establish policy governing the evaluation of instructional personnel in the performance of their assigned contractual positions to the extent that such evaluation does not affect other terms or conditions of employment. Consistent with past practice, the Board will involve the faculty in determining the criteria, mechanics and procedures through which such evaluation will take place.
2. Pursuant to the involvement, an evaluation procedures committee composed of equal numbers of Board and Faculty Association representatives will develop the methods, criteria, procedures and documentation to be used in the evaluation process.

H. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, he shall be paid on a prorated basis for that period of time for which he is employed. He shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. Teaching Load

1. Based on the formula detailed in Appendix A, the normal teaching load of a faculty member under a 10-month contract during the 1973-74 contract period will be expressed in terms of 90 points. Performance of this obligation will be discharged within the contract period specified on the individual contract. Any alternatives will comply with those specified herein.
2. Due to potential variables in point load from semester to semester within the contract period, a faculty member shall have met his contract requirements when credited with 87-90 points and no variance in salary payment shall be made under these conditions.
3. Points are accumulated on the basis of values determined to apply to each of four factors, Preparation, Contact, Student Evaluation plus Special Assignments, if applicable.
4. Faculty Load Summaries will become a part of the faculty member's Division Chairman's file and will be submitted to such functions of the College as shall be necessary to establish and validate adequate payroll records.
5. In the event of a conflict of interpretation of load value between a faculty member and his Divison Chairman, each shall request a faculty member and a Division Chairman, respectively, from another division to review the load calculation in dispute and to decide on the correct interpretation.
6. It is not the intent of this formula to increase a faculty member's load above that of his 1970-71 contract year.

7. All teaching load determinations made for the 1972-73 contract year shall be calculated on the basis of the load formula in effect during the 1971-72 contract period.

B. Overload and Underload

1. Normal load for a 14-week semester is defined as 36 points while normal load for a 7-week term when part of a regular 10-month contract is defined as 18 points.

2. Overload may be earned by any of the following methods:

   a. Accumulation during the Fall Semester of more than 36 points

   b. Accumulation during the Fall and Winter Semesters of more than 72 points

   c. Accumulation during the Fall, Winter and Spring or Summer, Fall and Winter Semesters of more than 90 points

3. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.

   a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.

   b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Instructional Load Analysis form.

   c. If the total points thus accumulated exceeds the semester or term basic point requirements as referenced in Par. 1., the faculty member shall be entitled to be paid for such excess points at a rate which shall be the greater of

      (1) Total points over 36 (or 18) multiplied by .67 with the product multiplied by the faculty member's applicable rank rate as determined in Par. 4. herein, or

(2) Course rate applicable to Senior Adjunct Faculty Member of equal faculty rank for full course loads above 36 (or 18) or a proportionate amount where excess does not equate to full course value.

4. Overload shall be paid at the greater of the following rank rates per point earned during the contract years indicated:

			FY72-73	FY73-74
a. Instructor	-	10-month salary ÷ 103 or	$113.00	$119.25
b. Asst. Prof.	-	10-month salary ÷ 103 or	$124.50	$131.35
c. Assoc. Prof.	-	10-month salary ÷ 103 or	$135.00	$142.40

5. Payment of one half of the earned overload shall be made on the regular payroll date after submission of mid-semester grades and the balance shall be paid on the regular payroll date following submission of final grades.

6. Underload shall be prevented to the extent that the College shall provide the faculty member with sufficient work to earn not less than 35 points in each of the Fall and Winter Semesters and 17 points in the Spring or Summer Terms as provided in individual contracts.

7. All calculations and provisions of this section and its paragraphs shall become effective with the Summer Term of the 1973-74 academic year except for point rank rates identified in Par. 4. which shall be applicable to the 1971-72 load formula computed retroactively to July 1, 1972.

C. Contract Alternatives

1. Faculty members may discharge their total contractual responsibilities by earning not less than 87 or more than 90 points during any full scheduled semesters or terms of his individual contract.

2. Application to complete contract requirements in less than ten months as provided in Par. C.1. must be received by the applicable Division Chairman and the Dean of Instruction not less than 30 days prior to the start of the first semester or term of the contract period. Response to such applications will be transmitted, in writing, within 15 days of receipt.

3. Faculty members approved for such alternative shall not exceed 25% of the total contracted faculty as of the beginning of the academic year and such arrangements shall be considered in the order in which applications are received.

4. Faculty choosing and approved for this method of contract performance will be paid on the same schedule as all 10-month contract personnel, even though their actual performance term may be reduced by the terms and conditions of this alternative.

5. If a faculty member chooses and is approved for the alternate and accelerated method of meeting his contract performance requirements, the Board shall be under no obligation to provide additional employment during that term (Spring or Summer) which, as a result of such acceleration, leaves the teacher free to pursue his originally stated objectives.

D. Summer or Spring Term Load under Supplemental Contracts

1. When the Summer or Spring Term are not part of a faculty member's regular 10-month contract and where such instructor is offered and accepts a Summer or Spring Term assignment, the load for such assignment shall be calculated under the same formula as provided herein, but cumulative points shall be revalued to 75% of their total.

2. The normal Summer of Spring Term load under supplemental contracts shall total 17-18 points and an instructor shall have met supplemental contract requirements when credited with such points.

3. The faculty member may choose, as most beneficial alternate, to be paid at the applicable Senior Adjunct Faculty Member rate multiplied by the total semester credit hours course load (plus any excess contact hours) of his supplemental contract.

4. Total number of load formula points per course for Spring and Summer teaching shall be the same as if the course were being taught during the 14 week Fall or Winter semester. In the event fewer tests are being given during the Spring or Summer terms, the point values for evaluation will be determined on a pro rata basis.

5. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by process described in Par. B.4. of this ARTICLE and paid on the same type of schedule as defined herein.

6. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College.

E. Exceptions

1. Due to the experimental nature of this method of work measurement, it is agreed that periodic evaluations of its effectiveness may take place during the life of this contract, but that such discussions will not result in any changes, deletions, substitutions or variations in the basis or method of application of the formula during this contract period.

2. For purposes of these evaluations, no determination reached thereunder shall be grievable.

F. Office Hours

1. Each faculty member should schedule not fewer than five (5) hours per week when he/she will be available for consultation with students. Such hours shall be in addition to his scheduled classes and may not conflict with any college-wide function at which his attendance is required.

2. Not later than fifteen (15) days after the beginning of a semester or term, a schedule of these hours will be posted on the faculty member's office door and furnished to the clerical staff in his office area and to his Division Chairman.

G. Instructional Workweek

1. The official college day is 8:00 A.M. to 10:30 P.M., Monday through Friday. Full-time instructional staff may receive assignments anytime during this period.

2. Every effort will be made to ensure that (1) the normal individual workday falls within an eight hour period and that the regular assignments of instructional personnel are fulfilled within a five-day week; (2) there be no more than four (4) hours between the end of one class and the beginning of the next class; (3) where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 A.M. and 2:30 P.M. shall be unassigned unless the instructor agrees to the contrary; (4) no teacher shall teach more than three (3) consecutive courses and (5) the individual schedule shall not include more than two (2) nights per week.

3. When an evening assignment is made part of the faculty member's teaching schedule, there shall be at least twelve (12) hours between the end of that class and the beginning of the first class the next day.

4. No faculty member shall be assigned to classes held on Saturday or Sunday without his or her prior written permission.

5. When extenuating circumstances affecting course or class scheduling require deviations in the working hours, number of evening classes or days to be worked as referenced herein, such changes shall be mutually agreed to by the faculty member(s) affected, his Division Chairman and the Dean of Instruction.

6. Student development specialists and librarians with teaching responsibilities may have the number of hours in their normal workweek reduced by their immediate supervisor based on the proportion of time devoted to teaching.

7. Personnel scheduled to work a 37½ hour week shall, upon prior approval of the appropriate supervisor to work overtime, be compensated for hours in excess of 37½. Such compensation shall be a straight hourly rate for hours under 40 and at one and one half hourly rates for hours in excess of 40.

H. Switching Assignments

1. With the approval of the Dean of Instruction or his designee, instructional personnel may be allowed to switch assignments provided they were scheduled to teach a similar course and are qualified for the substitute assignment.

I. Attendance at College-wide Functions

1. Faculty shall not be required to attend more than one college-wide function (excluding faculty meetings) each semester.

2. Instructors shall be given at least one week's notice of academic events (faculty meetings, colloquia, etc.) which they are required to attend. These events shall not exceed three per semester.

3. Faculty members attending those functions for which academic attire is required shall have said attire provided by the College at no cost to the faculty.

J. Sponsorship of Student Activities

1. Sponsorship of all student clubs and organizations shall be on a volunteer basis and optional with faculty members.

K. Miscellaneous

1. The Board shall provide clerical support to meet the needs of the academic personnel as agreed to by the Division Chairman.

2. The College shall compensate for privately owned automobile travel expenses incurred by an instructor assigned a teaching assignment off campus at the rate of 10¢ per mile unless an instructor carries $100,000/300,000 liability insurance, then he will receive 12¢ per mile. This shall be followed whether the assignment is an overload or part of the instructor's regular load. The Board shall compensate travel expenses incurred by a faculty member on authorized field trips and other off-campus instructional activities.

3. Within the current facilities of the College Center, Physical Education Center and East Campus Center, the Board shall provide each instructor a private office therein, equipped with a telephone, desk, bookcase, filing cabinet and chairs. No faculty member shall be relocated without his prior approval.

4. At the inception of each semester or when appropriate, the Board shall provide each instructor with the necessary office and instructional supplies and learning resources support subject to

budgetary limitations and approval of his Division Chairman to meet the needs of the students within the instructional area.

5. The Board shall provide, at no charge, a parking space for each faculty member and shall forbid students to park there. The number of spaces shall be at least equal to the number of staff members and shall be clearly marked and lighted. There shall be no special parking privileges extended to any member of the staff except for reasons of health. Faculty shall at all times adhere to the current parking and traffic regulations of the College. The Board shall provide security protection for faculty cars while parked on college property. Faculty members who are ticketed for traffic violations shall have full right of appeal through the established exceptions and appeals procedure.
6. Teaching of non-credit courses will be optional with the faculty member.
7. Faculty members on 10-month contracts shall not be required to participate in meetings, committee work, etc., during periods not covered by their contracts. Any faculty member who does participate in any of the above-mentioned activities at the College's request shall be compensated at a rate mutually agreed upon with the Division Chairman. Nothing herein shall preclude a faculty member from voluntary participation in such activities without compensation.
8. The President of the College may recommend the employment of members of the same family.
9. Assignments at locations other than the Pemberton Campus may be

made by mutual agreement of the faculty member(s) involved and their Division Chairman.

L. Salaries

1. Salaries for the 1972-73 contract year for represented personnel shall be as follows:

   a. Full-time instructional personnel shall be compensated at 105.5% of their 1971-72 contract salary.

   b. Instructional personnel who are approved for overload instructional assignments or for Spring or Summer Term instructional assignments shall be compensated in accordance with the provisions of Sections A.-E. of this ARTICLE.

   c. The upper limit of the present salary ranges for each rank shall be increased by 5.5% to the extent that such increase does not exceed limits imposed by DHE Regulation No. 840.

2. Salaries for 10-Month contracts for the 1973-74 contract year for represented personnel shall be as follows:

   a. Full-time instructional personnel shall be compensated at 114% of his 1972-73 contract salary. This percentage consists of three consecutively applied elements:

      (1) 5.5% for general performance

      (2) 2.8% for an equity factor to bring salaries into line with other Southern New Jersey County Colleges.

      (3) 5.2% for calendar adjustment in recognition of the longer contract period of this College when compared to the average of other New Jersey County Colleges.

   b. The last two elements represent equity factors applicable to this contract only and coincide with the calendar periods referenced in ARTICLE VI, Section O., of this Agreement. Acceptance

of this provision precludes any further significant adjustments for calendar length unless significant changes in the Burlington County College calendar become effective in the future.

c. The lower limits of the present salary ranges for each rank shall be increased by 5.2% to incorporate the calendar adjustment into minimum starting salaries, thereby covering all new personnel uder Par. 2.a. and Par. 2.b.

d. Faculty receiving 12-month contracts covering the 1973-74 contract period will receive 105.5% of their 1972-73 salary. The equity and calendar elements shall not be included in determining the base salary of faculty under such 12-month contracts.

e. Represented personnel whose contract salaries for the 1973-74 year shall, by application of the provisions of Par. 2.a.(1), (2) and (3), exceed the maximum salary limitations of their respective rank, shall be paid not less than the Consumer Price Index for the Philadelphia Metropolitan Area for the period ended January 31, 1973, plus for 10-month contracts, 2.8% for the equity factor and 5.2% for calendar adjustment.

3. All salary increases shall be upon recommendation of the President based on satisfactory evaluation including evidence of professional commitment to the instructional systems approach which is defined as the application of a systematic instructional model to the development, implementation and evaluation of each course. The

basic system requires that each teacher

a. Specify instructional objectives in terms of learning outcomes (student performance).

b. Develop definite strategies leading to the achievement of these outcomes.

c. Evaluate student performance by methods that will determine the extent to which the outcomes have been met.

d. Utilize evaluation results and other appropriate feedback data to modify for improvement the first three elements.

e. Where appropriate and mutually agreed by faculty member and Division Chairman, concurrent alternate instructional strategies should be developed to provide a choice of learning paths leading to objective achievement in order to individualize learning experiences to meet the needs of a heterogeneous student population.

4. Sponsorship of all student clubs and organizations shall be on a voluntary basis. Faculty members who are employed with the understanding that they will be responsible for coaching or sponsoring the following activities or who, subsequent to employment, agree to assume such responsibilities shall be compensated within the following ranges:

a. Basketball	$1,200-2,000
b. Baseball	$800-1,300
c. Soccer	$800-1,300
d. Wrestling	$800-1,300
e. Cross Country	$400-900
f. Tennis	$400-900

g. Golf $400-900

h. Field Hockey $400-900

i. Newspaper $400-900

j. Faculty members who assume either total or partial responsibility for theatrical productions may choose to be paid a set fee for their services or have this responsibility included as part of their work load. In either case, the amount of the fee or the percentage of work load to be assigned will be determined by mutual consent between the individual faculty member and the Division Chairman.

k. With the approval of the Dean of Instruction, assistant coaches may be appointed for any of the listed athletics. Such appointments will be unique and effective only for the indicated contract period and shall be compensated at rates not exceeding 50% of those paid the head coach as mutually agreed upon between the assistant coach and the Chairman of The Division of Health, Physical Education and Athletics.

5. Supplements for activities identified in Par. 4. shall be compensated in the 1972-73 contract period at 105.5% of the supplement paid in 1971-72. During the 1973-74 contract period, compensation shall be at 105.5% of that paid in 1972-73. When an activity is initiated and compensated during either of these periods, it shall be at a rate consistent with the schedule in Par. 4. with increases, if applicable, at percentages indicated herein.

M. Method of Payment

1. Regular 10-month contract salaries will be paid in 20 equal payments

and 12-month contracts will be paid in 24 equal payments (less authorized deductions) on the 15th and last day of each month in the contract period unless such day falls on a non-college workday in which case payment will be made on the closest previous college workday.

N. Promotion in Rank

1. The following increments will be granted upon promotion in academic rank for the contract periods indicated:

	1972-73	1973-74
a. Instructor to Asst. Professor	$211	$222
b. Asst. Professor to Assoc. Professor	$317	$334
c. Assoc. Professor to Professor	$422	$445

2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

O. Calendar

(Note: The provisions referenced in this section of this Collective Agreement are negotiated in accordance with existing directive of the Superior Court of the County of Burlington as stated in OPINION of Judge Edward Martino, dated May 23, 1972, and identified as Docket No. L-14105-71-PW. Nothing contained in this section waives the express right of the Board of Trustees to continue litigation of their contention that the calendar be excluded from the negotiations process and in the event that such higher courts of appeal rule in favor of the Board of Trustees, then the provisions of this section only of this Agreement may be null and void at the option of the Board of Trustees; failure to exercise said option shall not be a

waiver of the Boards right not to negotiate the calendar for successor agreements.)

1. The official calendar of the College for the fiscal years 1972-73 and 1973-74 shall be as identified in Appendix I included with and made a part of this ARTICLE and section.

P. Federal Wage Controls

1. It is mutually recognized that all increases and adjustments referenced herein may be subject to review and approval by the governmental agency charged with such responsibility.

2. In the event such review results in refusal by the agency to approve such increases or adjustments, then the following provisions shall apply to those portions of this Agreement as provide for increases and adjustments:

   a. The provisions of ARTICLE VI, Section L., Par. 2.a. (2) and (3), shall be void and such retroactive adjustments as the agency directs shall be made in compensation already paid.

   b. Upon enactment of the provisions of Par. 2.a. above, the provisions of ARTICLE VI, Section B., Par. 3.c. (1) and Section D., Par. 1. shall be revised to provide for payment on the basis of 100% of point values rather than 67% and 75% respectively. Retroactive adjustments, as the agency directs, shall be made in compensation already paid.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

(APPENDIX I)

Calendar 1972-73		Calendar 1973-74
Summer Term - 1972		Summer Term - 1973
Tues., June 20	Registration	Tues., June 19
Wed., June 21	Classes Begin	Wed., June 20
Tues., July 4	Independence Day Holiday	Wed., July 4
Wed., Aug. 9	Classes End	Wed., Aug. 8
Thurs., Aug. 10	Grades Due	Thurs., Aug. 9
(21 days)	Summer-Fall Break	(19 days)
Fall Semester - 1972		Fall Semester - 1973
Mon., Sep. 4	Labor Day Holiday	Mon., Sep. 3
Tues., Sep. 5	Registration	Tues., Sep. 4
Wed., Sep. 6	Orientation	Wed., Sep. 5
Thurs., Sep. 7	Classes Begin	Thurs., Sep. 6
Mon., Oct. 9	Columbus Day Holiday	Mon., Oct. 8
Mon., Oct. 23	Veterans Day Holiday	Mon., Oct. 22
Thurs. and Fri., Nov. 23 and 24	Thanksgiving Holiday	Thurs. and Fri., Nov. 22 and 23
Tues., Dec. 19	Classes End	Tues., Dec. 18
Wed., Dec. 20	Grades Due	Wed., Dec. 19
(13 days)	Fall-Winter Break	(13 days)
Winter Semester - 1973		Winter Semester - 1974
Mon., Jan. 1	New Year's Holiday	Tues., Jan. 1
Wed., Jan. 3	Registration	Thurs., Jan. 3
Thurs., Jan. 4	Classes Begin	Mon., Jan. 7
Mon., Feb. 19	President's Day Holiday	Mon., Feb. 18

Winter Semester - 1973		Winter Semester - 1974
Thurs., Apr. 12	Classes End	Wed., Apr. 17
Fri., Apr. 13	Grades Due	Thurs., Apr. 18
(10 days)	Winter-Spring Break	(10 Days)
Fri. and Mon., Apr. 20 and 23	Easter Holidays	Fri. and Mon., Apr. 12 and 15
Spring Term - 1973		**Spring Term - 1974**
Tues., Apr. 24	Registration	Wed., Apr. 24
Wed., Apr. 25	Classes Begin	Thurs., Apr. 25
Mon., May 28	Memorial Day Holiday	Mon., May 27
Wed., June 13	Classes End	Thurs., June 13
Thurs., June 14	Grades Due	Fri., June 14

ARTICLE VII

FACULTY BENEFITS

A. Leaves and Absences

1. General Provisions

a. All leaves, with or without pay, are subject to approval of the Board.

b. All applications for leave must be in writing and submitted sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to this provision may be made in case of illness, family death or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.

c. Employee must present pre-employment physical fitness certificate before returning from leaves which involved travel outside the continental United States.

d. Requests for long-term leave for education, experiential or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

B. Types of Leaves and Absences

1. Sick Leave Salary Continuation Plan

a. Effective July 1 of each contract year, the Board will establish a salary continuation pool at the rate of 10 days per contract year for each full-time faculty member on the payroll as of the first pay date of the contract period. Additional credits to such pool may be continued at this rate without limit provided such program shall be sustained by subsequent Agreements.

b. Charges against the pool shall be made for any day's absence due to personal, non-employment related accident or illness of a faculty member whose employment shall have created a credit to the pool.

c. Should the absence, due to illness referenced in Par. b., not require the cancellation of a class or classes of the absent instructor due to the voluntary provision of a qualified substitute instructor from the same division and with notice to and approval of the appropriate Division Chairman, then in such case, no charge shall be made against the pool.

d. Single incident charges against the pool in excess of five (5) consecutive days shall require the provision of a medical certificate indicating the nature and dates of claimed illness and approval of the instructor's return to normal duties.

e. Absences not covered by qualified substitute, as provided in Par. c., will be reported on a form provided by the Personnel Department and shall bear the recognition and approval of the Division Chairman. Record of such absences may be recorded jointly by the Association and the Board. Within 30 days after the end of the contract year, the Board shall provide a settlement report, itemizing all credits and charges made to the pool and the remaining available balance.

f. As long as an unused balance remains in the pool, no faculty member shall suffer loss of pay due to absence for illness as prescribed herein. No charges may be made against the pool for absences other than the personal illness of the faculty member.

g. Faculty members, who are employed subsequent to the beginning of the contract year, shall have credited to the pool a number of whole days equal to the extent that his individual contract is less than 10 months.

h. No claim for compensation of unused salary continuation credits shall be made by any individual faculty member or by the Association either on its own behalf or on behalf of any member or group of members.

i. No claim for pool credits shall be made by any faculty member whose absence is due to a workmen's compensation injury or illness as prescribed by law nor who is eligible for long-term disability compensation as provided by the applicable retirement program of which the instructor is a qualified member.

2. Personal Leave

a. Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairman.

3. Sabbatical Leave

a. A leave of up to one (1) academic year may be granted by the Board, subject to available funds and on recommendation of the President, to instructional personnel who have completed seven (7) years of service at the College. Such leaves shall be in recognition of significant service and for the purpose of encouraging advanced study or personal intellectual enrichment.

b. Application for sabbatical leave shall be made in writing and addressed to the President by January 1st preceding the college

year within which the leave is desired. If a change of circumstances (which would have precluded a January 1st application) make a later application necessary, it may be accepted by the President, but not later than June 30th. Action on these late requests will be based on Board approval following review and decisions on all applications received by January 1st.

c. The application must be accompanied by a statement of a well-considered plan. Upon returning to the College after sabbatical leave, a full report regarding the use of the sabbatical leave shall be presented to the President for transmission to the Board of Trustees.

d. Sabbatical leave may be granted for a full academic year or either half of a full academic year. A full year's leave will be compensated at one half applicable annual salary while a half academic year's leave will be compensated at full applicable salary. An individual on sabbatical leave shall not render services for compensation to another enterprise or institution. This provision does not preclude the acceptance of a fellowship or other assistance in research, but in each case, the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully revealed in the application for sabbatical leave.

e. Instructional personnel, who are granted sabbatical leave, are expected to return to their duties at the College for at least one (1) year. If they do not return to the service of the

College, the entire compensation of the sabbatical leave period must be returned to the College.

f. All regular benefits and accrual of service credits shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same or similar position which he held and at the same salary which he would have attained had the leave not been taken.

4. Bereavement Leave

a. Instructional personnel shall be entitled to three (3) day's leave with pay upon the death of a member of his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, stepparents, stepchildren, parent or grandparent of spouse.

b. Bereavement leave for other relatives is limited to one (1) day with pay.

c. Upon request, additional days may be granted by the President without loss of pay.

5. Jury Duty or Legal Leave

a. Full-time instructional personnel, who are summoned and report for jury duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena. College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

6. Military Leave

a. Military leave without pay shall be granted to any faculty member who shall be inducted or enlist for one (1) enlist-

ment period in any branch of the Armed Forces of the United States.

b. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.

c. All reemployment rights provided by existing or enacted legislation shall accrue to such faculty member.

7. Maternity Leave

a. A maternity leave shall be granted without pay commencing not later than the end of the sixth month of pregnancy, except when this date falls within one month of the end of a semester, then the staff member may be permitted to complete that semester. Maternity leave requests must be filed no later than the fourth month of pregnancy, and a doctor's certificate of pregnancy, stating the expected delivery date and certification by a doctor that she is physically capable of performing her necessary teaching duties, must accompany the written request. The staff member shall be entitled to return from such leave not sooner than six weeks following the delivery and upon certification by a doctor that she is physically capable of performing necessary teaching and/or other regularly assigned duties. The salary, effective upon return, will be based on the period of time worked under the existing or preceding contract. Maternity leaves may be renewed upon request for a one-year period, such renewal to be considered by the Board annually. With the permission of the President, maternity leave may commence later than stipulated above.

ment period in any branch of the Armed Forces of the United States.

b. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.

c. All reemployment rights provided by existing or enacted legislation shall accrue to such faculty member.

7. Maternity Leave

a. A maternity leave shall be granted without pay commencing not later than the end of the sixth month of pregnancy, except when this date falls within one month of the end of a semester, then the staff member may be permitted to complete that semester. Maternity leave requests must be filed no later than the fourth month of pregnancy, and a doctor's certificate of pregnancy, stating the expected delivery date and certification by a doctor that she is physically capable of performing her necessary teaching duties, must accompany the written request. The staff member shall be entitled to return from such leave not sooner than six weeks following the delivery and upon certification by a doctor that she is physically capable of performing necessary teaching and/or other regularly assigned duties. The salary, effective upon return, will be based on the period of time worked under the existing or preceding contract. Maternity leaves may be renewed upon request for a one-year period, such renewal to be considered by the Board annually. With the permission of the President, maternity leave may commence later than stipulated above.

8. Long-Term Leave

a. Instructional staff members are eligible for leave of absence without pay after one (1) academic year of service to the College.

b. Application for such leave shall be made in writing and addressed to the President by March 15th preceding the beginning of the contract period for which the leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.

c. The application for a leave of absence will be considered on its individual merit and circumstances and the determination of whether or not the request shall be granted rests solely in the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days. An authorization for a leave of absence shall be in writing.

d. A leave of absence, when granted, shall not exceed the time specified in the authorization. Such leaves of absence may be extended at the discretion of the President, but written authorization is required in such cases.

e. Upon return from such approved leave of absence, the staff member shall be placed at the position on the salary schedule held at the time the leave of absence began. In the case of having been approved for a new contract, prior to the beginning of such leave, he shall return at the rank and salary specified in such contract offer. Accrual of such leave or other benefits or continuity of service credit shall not occur

unless specifically provided in the leave agreement. Exceptions may be made by the President in the case of faculty members who qualify for higher rank and/or salary by virtue of the nature of the activity performed while on leave.

9. Exchange Teaching Leave

   a. A paid leave of absence for one (1) academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange teaching program in other states, territories or countries or a cultural program related to his academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same salary which he would have attained had the leave not been taken.

   b. All other provisions of the long-term leave of absence procedures contained in Par. 8.a. through d. of this ARTICLE shall apply equally and universally to an exchange teaching leave.

10. Extension of Leave

   a. Upon application, the Board may authorize an extension to an instructor's existing leave. Application for this extension should be made, in writing, to the Board 60 days prior to the termination of the existing leave.

11. Vacation Leave - 12-Month Personnel

   a. All personnel employed on a full-time, 12-month basis shall

accrue vacation leave with pay at the rate of 1 2/3 work-days per month.

b. Vacation entitlement shall be computed on the following basis:

(1) Years of employment are determined by twelve (12) actual months of employment from effective date of employment.

(2) Employment prior to the sixteenth of any month shall count a month of employment. Termination after the fourteenth day of any month shall count a month of employment.

(3) Employment after the fifteenth day of any month shall not be counted a month of employment. Termination prior to the fifteenth of any month shall not be counted as a month of employment.

c. Vacation periods are to be approved by an individual's immediate supervisor.

d. Vacation leave may be taken during any month following its accrual, unless otherwise approved by the President.

e. The last pay check of any employee whose services are terminated for any reason shall include compensation for the accrued unused vacation which the employee had earned prior to date of termination, up to 40 days with the approval of the President.

f. While on leave for injury-in-line-of-duty, an employee may accrue vacation.

g. No advance issuance of checks will be permitted for those

taking vacation leave; however, arrangements may be made to have checks mailed to them.

h. Time and length of vacations within accrued limits are to be determined between the employee and his supervisor. Maximum vacation may not exceed twenty (20) consecutive workdays without approval by the President.

i. A twenty (20) consecutive workday vacation shall constitute a one-month vacation and shall constitute the year's entitlement for employees using this method. In the event that the month's vacation is taken in non-consecutive periods, twenty-two (22) days shall constitute a full year's vacation entitlement.

12. Holidays - 12-Month Personnel

a. A maximum of twelve (12) holidays may be granted as days off with full pay at the discretion of the President. Whenever any holiday falls on a Saturday or Sunday and the State transfers its observance to the preceding Friday or following Monday, then that Friday or Monday will be considered the holiday.

b. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.

c. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

C. Insurance and Miscellaneous Services

1. Health Insurance

a. The Board shall provide, without cost to the faculty member, full individual health benefits coverage as prescribed by the State Health Benefits Plan including Blue Cross, Blue Shield, Major Medical and Rider J. In addition, the Board shall provide, at no cost to the faculty member, full family health benefits coverage as described above for those who are eligible for and apply for their appropriate family protection.

b. Health insurance coverage as described above, shall be provided to all personnel on 10-month contracts beginning September 1st of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30th, the coverage will continue during July and August at no cost to the employee.

c. Personnel on 12-month contracts, or who do not meet the specifications of Par. C.1.b., shall receive health insurance coverage as described effective two (2) months after initial employment.

d. The Board will arrange with the Burlington County Department of Health to provide the annual chest x-rays (or Mantoux Test) required by contract renewal or initiation at no cost to the faculty. Immunizations shall be administered on public health officials' recommendations that a general contagious or com-

municable disease is expected to affect large segments of the general population. When required, there will be no cost to the instructional staff. Physical examinations are not required for reappointment.

e. Faculty members may supply the name and address of their personal physician so that findings or results of x-rays or immunizations may be communicated.

2. Workmen's Compensation Insurance

a. In accordance with the provisions of Title 34, N.J.S.A., the Board shall maintain workmen's compensation insurance coverage for faculty members.

3. Indemnification Against Civil Liability

a. In accordance with the provisions of Title 18A, N.J.S.A., the Board shall defray all costs, and save harmless and protect from financial loss in civil actions, any faculty member for an act or omission arising out of and in the course of performance of the official duties of such faculty member.

4. Miscellaneous Services

a. Tuition Remission

(1) Faculty members (and their spouses and dependent children), who are on the full-time instructional staff, may attend any Burlington County College courses for credit or audit without payment of tuition fee provided all such family members shall be subject to the same rules and regulations as regular students of the College. Dependent children shall be those defined by the Internal Revenue Code of the United States.

b. Professional Improvement

(1) Faculty members on the full-time instructional staff may receive refund of graduate course tuition during the 1972-74 contract period, subject to fund availability, under the following conditions:

(a) Course(s) must be part of an accredited graduate or terminal degree program or selected graduate-level course(s) in the faculty member's current or related discipline or in an education curriculum.

(b) Undergraduate-level courses, when required as pre-requisites or are part of a graduate- or terminal-level program shall also qualify under this program.

(c) Applicant should consult with his Division Chairman prior to enrolling in courses to insure that work contemplated will qualify for funding and that funds are committed.

(d) Eligible personnel who are receiving educational benefits for similar study under any form of government subsidy program may receive benefits under this provision only to the documented extent that tuition costs exceed subsidy provided.

(e) Refund of tuition only at the charged rate, not to exceed $360 per fiscal year and subject to above limitations and qualifications, shall be made upon application on completion of the course(s) with a passing grade and submission of supporting proof of payment and grade reports.

(f) Mentoring, library use, dissertation advisement or similar fees required of personnel completing doctoral programs will be eligible for refund under the same qualifications and restrictions as for course work described herein.

(g) Application to receive refund must be submitted no later than 30 days after completion of semester during which the courses were taken.

(h) During the 1972-74 contract period, a fund of $20,000 shall be provided to finance these provisions and those of the Short-Term Leave Policy defined in Board Policy No. 130, dated June 9, 1969. 33% of these funds will be designated for short-term leaves while the balance will be designated for tuition refunds. In the event the short-term leave portion is not fully expended or committed by December 1, 1973, the remaining balance will be available for tuition refunds.

(i) Due to the timing of completion of this Agreement, tuition refunds during the period from the date of ratification until June 30, 1973 shall be limited to actual cost or $180 whichever shall be less.

(2) The Board may authorize faculty attendance at professional meetings, conferences, seminars, etc., with the approval of the applicable Division Chairman and subject to availability of funds. Reasonable expenses as defined in existing procedures will be paid by the College upon submission of application and expense reports.

c. College Events

(1) The College shall provide, upon request and without cost to the faculty members, two (2) tickets to all College financed activities such as games, plays, concerts, etc.

ARTICLE VIII

ACADEMIC FREEDOM AND TENURE

A. Academic Freedom

1. Burlington County College, as an institution of higher eduction, is conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. This common good depends upon the free search for truth and its free exposition.

2. Academic Freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights.

3. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return must be based upon an understanding with the College as set forth in the provisions contained in this Agreement pertaining to patents and copyrights.

4. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into this teaching controversial matter which has no relation to his subject.

5. The college teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community

imposes special obligations. As a man of learning and an edudational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

B. Professional Behavior

1. The Board and the Association jointly recognize the following Code of Ethics as an acceptable criteria of professional behavior.

a. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his scholarly competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry.

b. As a teacher, the professor encourages the free pursuit of learning in his students. He holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes

every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom.

c. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas, he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgment of colleagues.

d. As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.

e. As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of

these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person, he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

2. The Association accepts the responsibility of dealing with ethical problems in accordance with the terms of the Code.
3. Alleged breaches of this Code of Ethics shall be promptly reported to the offending faculty member and the President of the Association.

C. Tenure

1. A faculty member obtains tenure in accordance with the provisions of Title 18A:60-1, N.J.S.A. as the same may be amended or supplemented.

ARTICLE IX

INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

A. Outside Employment and Course Work

1. A faculty member may unilaterally decide to accept supplementary employment from agencies other than the College or to attend courses at other institutions in accordance with the following:

a. General

(1) All faculty members recognize primary responsibility to their position at Burlington County College as provided in the Code of Ethics in ARTICLE VIII of this Agreement.

b. Faculty having received Satisfactory rating at last evaluation

(1) Not required to report such employment or courses to the Division Chairman.

c. Faculty having received Unsatisfactory rating at last evaluation

(1) Required to report such employment or courses including work or class schedules to the Division Chairman.

(2) May be requested to terminate such arrangements by the Division Chairman, but may not be required to do so. If, however, such request is rejected by the faculty member, the Division Chairman may institute appropriate disciplinary action. Such action under these circumstances shall not be grievable.

2. The Board shall not be obligated to alter the schedule, responsibilities or working hours of any faculty member in order to accommodate such employment or courses. However, concerted effort shall be made to arrange the schedule of faculty members having

satisfactory evaluation ratings so as to not interfere with such supplementary responsibilities.

B. Instructor's Course and Classroom Rights and Responsibilities

1. The primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the faculty member who teaches the course. Where more than one faculty member teaches the same course, the instructors involved must mutually agree on these items.
2. The instructor shall be encouraged to use varied methods or innovations of instruction which he feels may best enable a learner to achieve a given learning objective.
3. The instructor shall be free to request any books, magazines, newspapers or other materials to be purchased by the library or his division or area subject to budgetary limitations.
4. The instructor is responsibile for evaluating the academic progress of his students and for assigning grades in accordance with the grading system of the College. However, use of symbols other than those in such system and identified in the official College Bulletin may be used only with the approval of the Division Chairman and Dean of Instruction.
5. The instructor shall be required to report to his designated teaching station at scheduled times. In the event the instructor is unable to meet his class, he will make every effort to report his inability to do so to his immediate supervisor, that supervisor's secretary or other instructor in that area sufficiently prior to such absence to enable the class to be rescheduled or to obtain

an appropriate substitute.

6. The administrative use of an electronic monitor or communications device during the meeting of class shall be with the prior approval of the instructor concerned.

7. Classrooms may be visited for the purpose of evaluation with the mutual agreement of the instructor and the appropriate evaluator.

C. Miscellaneous Rights and Responsibilities

1. Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes or Acts of God. When the College is closed to students, due to such conditions, instructors shall not be required to report for work. If, however, in the Board's discretion, the College is to remain open, all instructors must meet their assigned teaching obligations. In the event he fails to do so, the faculty member's absence may be charged against accumulated sick leave at the discretion of the President.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

1. The grievance procedure is established to provide an orderly and sequential process whereby appeals of interpretations and applications of this Agreement may be conducted.

B. Definitions

1. As used herein, the terms "College," "Board," or "Employer" shall universally identify the Burlington County College and/or its Board of Trustees.
2. As used herein, the term "employee" shall mean any individual in the negotiating unit recognized in ARTICLE I.
3. As used herein, the term "grievance" shall mean a complaint by an employee, as to him, or group of employees, as to them, which alleges a violation, misinterpretation or misapplication of one or more of the terms of this Agreement.
4. As used herein, the term "immediate supervisor" shall mean the person to whom the aggrieved employee is directly responsible under the table of organization prevailing at the College.
5. As used herein, the term "Association" or "representative" shall mean the Burlington County College Faculty Association.
6. As used herein, the term "Grievance Committee" shall identify the Association Committee consisting of five members of the Association appointed by the President of the Association. One alternate member shall also be appointed to replace absent members at committee meetings. If any member of the Grievance Committee shall desire to process a grievance or is otherwise named in a particular grievance, he

shall be replaced by the alternate while his grievance is being processed by the Grievance Committee.

C. Exclusions

1. The grievance procedure shall not apply to the following:

   a. The failure or refusal of the Board to renew the contract of an employee not under tenure.

   b. Instances in which an employee claiming tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10 et seq.)

D. Procedures

1. It is recognized that a grievance should be settled promptly and as close to its source as possible. Informal discussions between the parties directly involved in the grievance is essential in the early stages of a disagreement and is encouraged. An employee should seek redress for his alleged grievance through informal discussion with the appropriate administrator.

2. A grievance shall be presented informally within twenty (20) calendar days of the occurrence complained of, or within twenty (20) calendar days after its occurrence could reasonably have been expected to be known by the grievant. Failure to act under the procedures hereinafter enumerated within the twenty (20) day period shall be deemed to constitute a waiver or abandonment of the grievance.

3. In the event the matter is not resolved informally within ten (10) calendar days, the aggrieved shall have the right to request a meeting of the Grievance Committee who shall meet within seven (7) days of such request. The aggrieved will address the Chairman of

the Grievance Committee in writing, asking for such meeting and stating specifically the nature of the grievance and submitting substantiation therefor.

4. In the consideration of grievances, the Grievance Committee
   a. May receive from the aggrieved oral and/or written statements describing the grievance and the informal proceedings held to date.
   b. May receive oral and/or written statements for any other party named in the grievance.
   c. May return a written recommendation of settlement to the aggrieved party and all other parties of interest within ten (10) calendar days of the meeting.
5. If no recommendation is made within ten (10) calendar days or either party is dissatisfied with the recommendation, the grievance may be submitted to the next step in the procedure.
6. In the event that the matter is not resolved through the processes referenced in Sec. D., Par. 3.-5., the grievance shall be submitted to the appropriate Dean. Such submission must be in writing and must be accompanied by all documentation used in the Grievance Committee's review and recommendation process.
7. In the consideration of grievances submitted, the Dean shall be guided by the procedures referenced in Sec. D., Par. 4.a., b. and d. and Par. 5. The recommendation referenced in Par. 4.c. shall be disseminated to all parties named in the grievance and the Grievance Committee.
8. In the event that the matter is not resolved through processing by the Dean, the grievance shall be submitted to the President

of the College. Such submission shall be in writing and must be accompanied by all documentation used at the prior steps in the review and recommendation process.

9. In the consideration of grievances submitted, the President shall be guided by the procedures referenced in Sec. D., Par. 4.a., b. and c. and Par. 5. The recommendation referenced in Par. 4.c. shall be disseminated to all parties named in the grievance, the reviewing Dean and the Grievance Committee.

10. In the event that the matter is not resolved through processing by the President, the grievance shall be submitted to the Board of Trustees. Such submission shall be in writing and must be accompanied by all documentation used at the prior steps in the review and recommendation process.

11. In the consideration of grievances submitted, the Board shall be guided by the procedures referenced in Sec. D., Par. 4.a. and b. and shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the aggrieved, his representative (if there be one) the Grievance Committee, the appropriate Dean and the President of its decision. The time period may be shortened or lengthened by mutual written agreement of the parties.

12. The Board may review and act on submitted grievances as a whole or may delegate the authority to act in its behalf to a committee of Board members. Such decision shall be at the discretion of the Board.

13. The decision of the Board shall be final provided, however, that any party to the grievance dissatisfied with the findings of the

Board may request submission of the grievance to an impartial arbitrator to be selected pursuant to the rules and procedures of the Public Employee Relations Commission of the State of New Jersey. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps in the grievance procedure, but shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator, but the costs thereof shall be borne equally by the Association and the Board.

14. Decision to submit a grievance to such advisory arbitration must be evidenced by action no later than fifteen (15) calendar days after receipt of the Board's decision. Expiration of this period shall preclude further processing of the grievance except to the extent provided by law outside of the limitations of this procedure.

E. General Provisions

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and every effort should be made to expedite the process.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance

shall be considered privileged data and not subject to distribution or dissemination.

4. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action on behalf of the individual. However, if in the judgment of the Grievance Committee, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.
5. Parties named in the grievance, or faculty or administrators believed to possess information pertinent to the grievance, may be invited, but not required to present such information at any meeting provided in the steps of this procedure.
6. All grievance meetings shall be open only to participants, their representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
7. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.
8. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Dean of Administration and the President of the Association for inclusion in grievance files. A common file number shall be assigned to each grievance for purposes of control and record keeping.
9. Once a recommendation of settlement has been made at any step in the procedure, that recommendation cannot be rescinded or reversed by the person or committee making such recommendation with the exception of the Board of Trustees.

10. In the processing of a grievance, any party shall have the right to designate a representative to appear with him. Such representative must be identified to all parties to the grievance before any meeting in which he is to participate.

ARTICLE XI

PERSONNEL FILES

1. The personnel file of any member of the faculty shall be open to him for review upon request. Such requests shall be submitted to the Dean of Administration not less than five (5) business days before the desired inspection. When reviewing this file, the Dean of Administration or his designee will be present. The following confidential material contained in the personnel file shall not be made available to the faculty member:
   a. References or other confidential information obtained from outside sources.
   b. Placement records which contain references.
   c. Transcripts restricted by the sending institution.
2. A representative of the Association may, at the faculty member's request, accompany said person while he reviews his file.
3. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a faculty member (except those restricted by the provisions of Par. 1.) may be placed in his personnel file and a copy of such documents should be furnished to the faculty member who shall have the right to respond to such document and to have such response become a part of his personnel file.
4. At the request of a faculty member, the nonconfidential contents of his personnel file must be opened to him at any time during the processing of a grievance which has been reduced to writing.

5. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

ARTICLE XII

SUMMARY OF AGREEMENT

This Agreement shall be effective on July 1, 1972 and shall continue in effect until June 30, 1974.

Board of Trustees of
Burlington County College

Lewis M. Parker
Chairman of the Board

William F. Chaveas
William F. Chaveas
Dean of Administration

Date Signed: February 6, 1973

Burlington County College
Faculty Association

Charles Perrone
Charles Perrone
President

Armen Gnepp
Armen Gnepp
Negotiator

Russell R. Judd
Russell R. Judd
Negotiator

Date Signed: February 6, 1973

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APPENDIX A

FACULTY LOAD FORMULA

Reference: ARTICLE VI, Sections A-D of the Agreement between the Burlington County College Board of Trustees and the Burlington County College Faculty Association Dated, July 1, 1972 - June 30, 1974

BURLINGTON COUNTY COLLEGE

FACULTY LOAD FORMULA

A. RATIONALE

The load formula is based on measurement of faculty work effort in terms that are applicable to the teaching-learning environment at Burlington County College. It is designed to recognize that the faculty members' principal responsibilities are instructional and therfore focuses on an acceptable method of measuring the effort necessary to execute those responsibilities. The formula limits itself to considering the variables of preparation, student contact, evaluation and special assignments.

B. DEFINITION

The load formula is defined as a guide or formula to meet institutional requirements by means of an equitable distribution of faculty time.

C. GOALS

The formula attempts to accomplish the following goals:

1. To distribute faculty time in an equitable manner.
2. To provide for a nonsubjective and accurate determination of faculty load but not to increase that load above that experienced in the 1970-71 contract year.
3. To facilitate the development of effective learning strategies.
4. To allow for varying modes of instruction.
5. To reflect the unique learning strategies employed at Burlington County College.
6. To realistically utilize financial and human resources.

7. To provide for differentiated staffing.

8. To be applicable to all faculty members.

D. DETERMINATION OF LOAD

The determination of a load is to be developed jointly between the faculty member and the Division Chairman prior to the beginning of each term. It is hoped that this procedure will more effectively involve each faculty member in the construction of his load. The procedure does require that the faculty member come prepared to discuss with his Division Chairman the various modes of instruction and methods of evaluation which he intends to use during the given term.

Under the traditional system, only credit hours and/or lab contact hours were used in determining load. The proposed formula recognizes and gives credit to the faculty member in the following areas: (1) Preparation, (2) Student Contact, (3) Evaluation and (4) Special Assignments

1. Preparation

a. Normal Preparation

Normal preparation includes, but is not limited to, the following:

(1) Revising course syllabi;

(2) Reading over assignments and lecture notes;

(3) Writing or modifying behavioral objectives;

(4) Revising packets in the accepted format, e.g. concept, rationale, objectives and learning strategies;

(5) Having handouts reproduced and on hand;

(6) Coordinating the use of technical equipment and personnel.

More credit is given for the original preparation than for duplicate preparations, and preparation is weighted according to the mode used, e.g. classroom or seminar, lecture or laboratory.

b. Instructional Development

(1) New Course

A new course factor of two (2) units/credit hour will be given for each previously unoffered college course or one for which materials have not been prepared. In addition, it is expected that materials will be prepard in either condition if the units are awarded. Use of this factor should be coordinated with the Div. Chairman and the Dean of Instruction.

(2) Extensive Revision of an Established Course

To qualify, a faculty member may be expected to drastically revise an existing course. The extensive revision must be agreed upon with the Division Chairman.

(3) Large Group Presentation

To qualify to be credited for the time involved in preparing such a presentation, the instructor would probably be using multi-media to instruct more than 47 students in a single class.

2. Student Contact

Contact time is the scheduled time that the instructor physically spends with his scheduled class.

3. Evaluation

Two factors are weighted in this instance: the number of students and the types of evaluation. See instructions page 12 for further information on how to compute this data.

4. Special Assignements

a. Conducting feasibility studies designed to establish new programs;

b. Liaison with the public in coordinating career programs;

c. Coordination and Liaison Responsibilities, i.e. Math Lab, Writing Lab, Science Lab, etc.;

d. Coordinator of Career Advisory Committee

e. Others: to be determined on individual basis.

E. LOAD SPECIFICATIONS

1. The specification of load in terms of point values, time parameters and quantitative applications of the formula are indentified with the body of the Agreement. (ARTICLE VI, See A-E)

F. INSTRUCTIONS FOR COMPLETING INSTRUCTIONAL LOAD ANALYSIS FORM (Exhibit 2)

1. INTRODUCTION

a. This form is to assist the faculty member in determining his instructional load. The completed form should accurately reflect the course strategy the instructor intends to use and, through the use of conversion factors, the amount of instructional preparation, student contact, and evaluation units that will be necessary to meet his instructional requirements.

2. PREPARATION

a. Your first step in completing the form is determining which mode or modes you will be using to teach the course being analyzed. Recognizing that varying modes of instruction require varying amounts of preparation time, the preparation segment of the form has been subdivided into three major categories - laboratory, classroom or seminar, and large group.

(1) Laboratory

In the laboratory mode, the student is individually engaged in self-instructional learning activities or in individualized problem solving. Within this mode, the instructor is primarily a resource person.

(2) Classroom or Seminar

In the classroom or seminar mode the students are jointly engaged in some learning activity generally requiring group interaction. The instructor may be either a resource person, a director of activities, or a participant.

(3) Large Group

For the purposes of this formula, a large group will generally consist of a minimum of 47 students as determined at the end of the drop-add period, or fewer with the concurrence of the Division Chairman. In the lecture mode, the student primarily receives information. The instructor and his audio-visual tools are the primary sources of information.

(4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.

Under unusual circumstances, it may be necessary for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by 1 1/2. The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairman.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by 1 1/2 if the instructor were teaching the same course on campus.

Table 1

Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairman and with the approval of the Dean of Instruction.

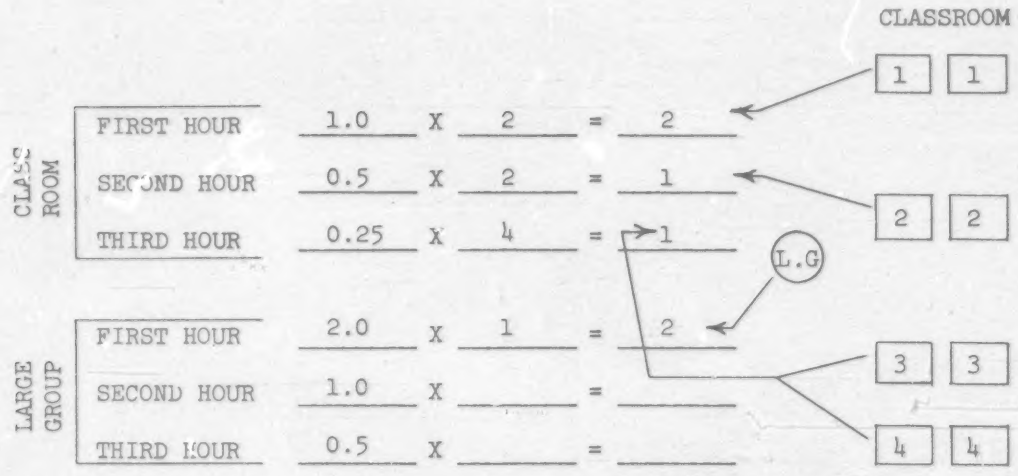
Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e. original, first duplicate, second duplicate, and inset them in the appropriate boxes in the Load Analysis Form.

G. Examples

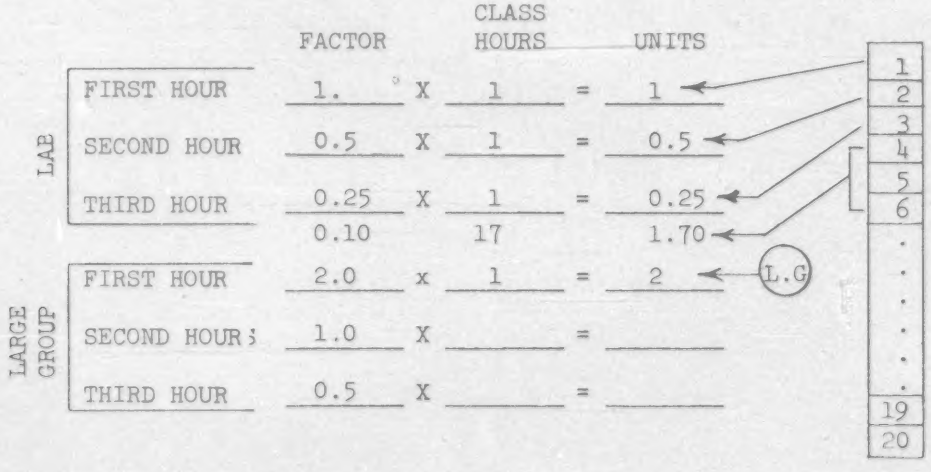
(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	1.0	X	3	=	3	FIRST SECTION
	SECOND HOUR	0.5	X	3	=	1.5	SECOND SECTION
	THIRD HOUR	0.25	X		=		

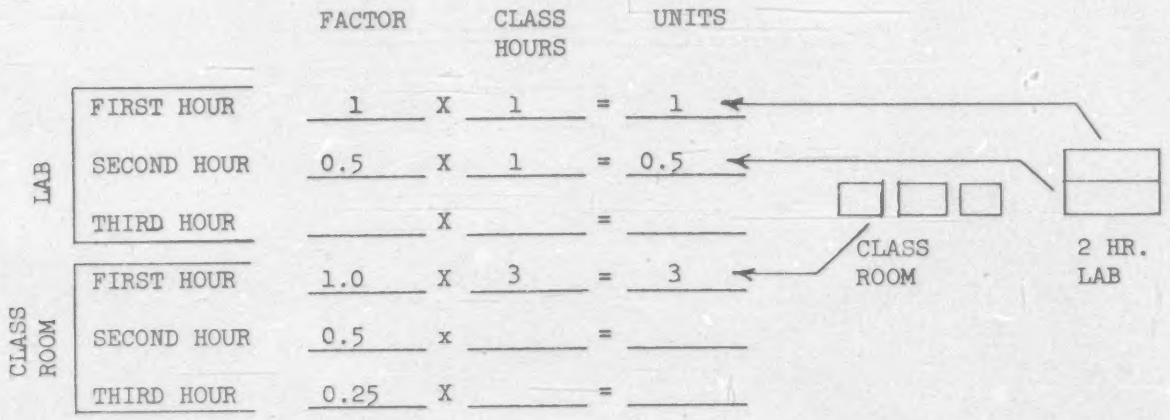
(2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

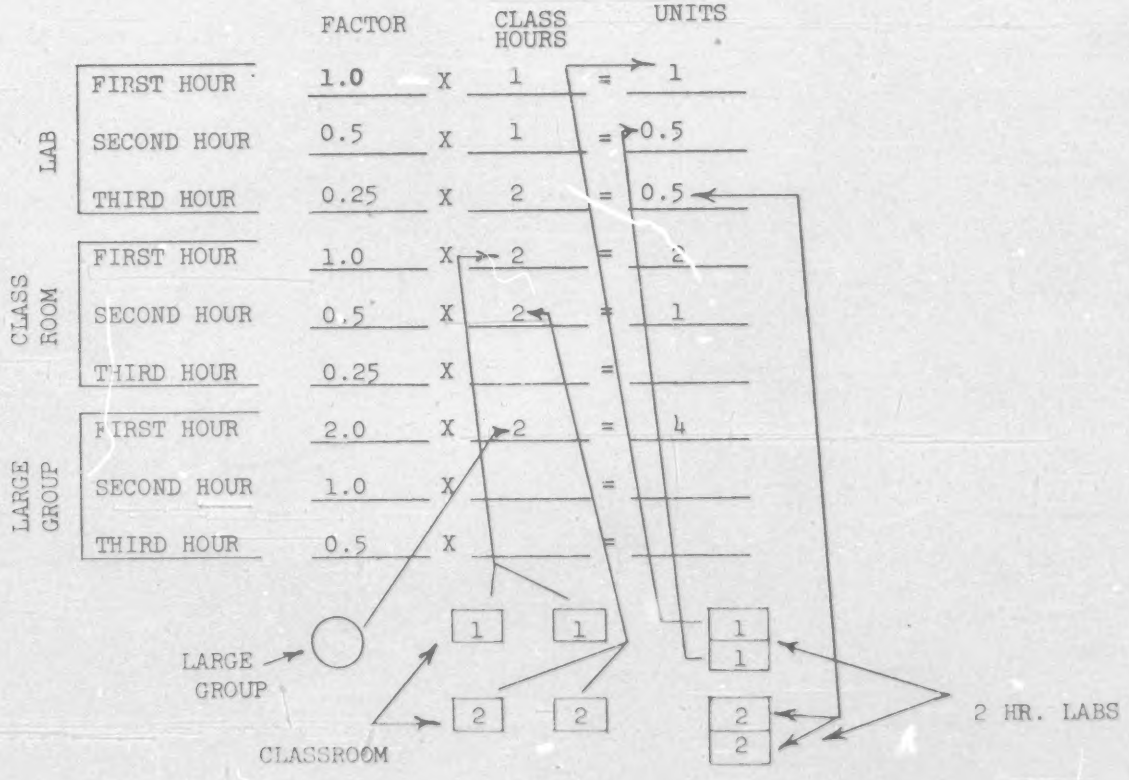


(3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:



(4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:




FACTOR
CLASS HOURS
UNITS
LAB
FIRST HOUR 1.0 X 1 = 1
SECOND HOUR 0.5 X 1 = 0.5
THIRD HOUR 0.25 X 2 = 0.5
CLASS ROOM
FIRST HOUR 1.0 X 2 = 2
SECOND HOUR 0.5 X 2 = 1
THIRD HOUR 0.25 X =
LARGE GROUP
FIRST HOUR 2.0 X 2 = 4
SECOND HOUR 1.0 X =
THIRD HOUR 0.5 X =
LARGE GROUP
CLASSROOM
2 HR. LABS

(5) Total Preparation

Once you have calculated your preparation time for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

TOTAL PREPARATION [ ]

3. CONTACT

a. Contact time is the average weekly time that the instructor agrees to spend physically with his scheduled instructional activity.

(1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT.....SCHEDULED CLASS HOURS..... [ ]

LARGE GROUP = 1
8 SEMINARS = $\frac{8}{9}$

4. EVALUATION

a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your primary testing method. In order to qualify for point factors applicable to the combination evaluation methods, at least one third of the number of tests to be given must be of <u>each</u> of the two other types (Objective or Written).

c. For combination of evaluative methods that do not meet the criteria in Par. b., an average evaluation factor will be determined based upon the point allocation for each testing vehicle used divided by the total number of testing vehicles.

d. Test factors are as follows:

	<u>Obj.</u>	<u>Written</u>	<u>Comb.</u>
(1) Faculty grades - faculty records	.06	.18	.10
(2) Faculty grades - assistant records	.05	.16	.08
(3) Assistant grades - faculty records	.05	--	--
(4) Assistant grades - assistant records	--	--	--

e. Determine as accurately as possible which factor best approximates your test evaluation time and enter that figure in the space marked <u>Test Factor</u>. Now enter the anticipated number of students you and the Division Chairman expect to be enrolled in the course. (The anticipated enrollment is based upon the best predictive figures available to the Division Chairman at the time a faculty member's load is determined. The final enrollment figures will be determined at the end of the drop-add period.

Multiplying the number of students by the sum of test factor and the student factor gives you your total evaluation factor. Record this figure in the designated block.

Student factor .02 assigned to all instructors for each student to whom he assigns a grade.

EVALUATION:

NUMBER OF STUDENTS 100 X FACTOR (.02 + .06) = 8.0

TEST FACTORS:

.05 .06 .08 .10 .16 .18

Once you have filled out a separate Instructional Load Analysis Sheet for the different courses you are teaching, summarize the results and place them in the designated blocks on the Instructor Load Summary Sheet.

5. INSTRUCTIONS FOR FILLING OUT THE INSTRUCTOR LOAD SUMMARY SHEET (Exhibit 3)

a. INSTRUCTIONAL LOAD

(1) Once the Instructional Load Analysis Sheets are completed, use the information contained therein to prepare the Instructor Load Summary Sheet. Summarize the units of preparation, contact, and evaluation that would be necessary to meet your instructional responsibilities and insert those figures in the blocks provided at the top of the Instructor Load Summary Sheet. Adding together the units of preparation, contact and evaluation gives you your Total Instructional Load.

b. ASSIGNMENTS

(1) Instructional Development

(a) The amount of credit to be given to an instructor who creates a new course, significantly revises an old course, or develops a new mode for teaching an old course will be by agreement between the instructor and the Division Chairman. The written proposal requires agreement of the Dean of Instruction (Refer to Page 3 , Section D. 1.b., Instructional Development).

(2) Other

(a) Credit may be given for the performance of duties essential to the well-being of the institution but not recognized in previous sections of this proposal. This could involve such duties as:

1) liaison with public,

2) being a major official in a professional society,

3) active member of an advisory committee,

4) the award of additional office hours where large groups of students are involved, i.e. for every 20 students beyond 140, award 0.5 additional units for each scheduled office hour beyond 5 hours.

This list shall not be considered all inclusive but shall be open-ended to include any item meeting the stated criteria. Unless otherwise specified, the rate of credit to be given for performing such duties will be determined by mutual agreement between the instructor and the Division Chairman, with the written approval of the Dean.

(b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.

(3) Add the units for Instructional Development and Other to arrive at your Total Assignments.

(4) Summary

(a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

EXHIBIT 2

INSTRUCTIONAL LOAD ANALYSIS
Burlington County College

INSTRUCTOR'S NAME: _____

COURSE: _____ SECTION(S): _____

TERM YEAR _____
FALL ☐ SPRING ☐
WINTER ☐ SUMMER ☐

	PREPARATION	FACTOR		CLASS HOURS		UNITS
LAB	FIRST HOUR	_____	X	_____	=	_____
	SECOND HOUR	_____	X	_____	=	_____
	THIRD HOUR	_____	X	_____	=	_____
	FOURTH HOUR	_____	X	_____	=	_____
CLASS ROOM	FIRST HOUR	1.0	X	_____	=	_____
	SECOND HOUR	0.5	X	_____	=	_____
	THIRD HOUR	0.25	X	_____	=	_____
LARGE GROUP	FIRST HOUR	2.0	X	_____	=	_____
	SECOND HOUR	1.0	X	_____	=	_____
	THIRD HOUR	0.5	X	_____	=	_____

TOTAL PREPARATION _____

CONTACT..... SCHEDULED CLASS HOURS..... _____

EVALUATION:

NUMBER OF STUDENTS _____ X TEST FACTOR _____ = _____

TEST FACTORS: .05, .06, .08, .10, .16, .18.

STUDENT FACTOR: .02.

ACCEPTED:

INSTRUCTOR _____ DATE _____ DIVISION CHAIRMAN _____ DATE _____

FORM 2101 006 01/73 (Rev.)

EXHIBIT 3

INSTRUCTOR LOAD SUMMARY
Burlington County College

INSTRUCTOR'S NAME: _____ DATE: _____

INSTRUCTIONAL LOAD:

PREPARATION	
CONTACT	
EVALUATION	
TOTAL INSTRUCTIONAL LOAD	

ASSIGNMENTS:

INSTRUCTIONAL DEVELOPMENT	
OTHER	
TOTAL ASSIGNMENTS	

TOTAL INSTRUCTOR LOAD	
POINTS CARRIED FWD. FROM PREVIOUS SEMESTER	
TOTAL POINTS TO DATE	
TOTAL O/L POINTS TO BE PAID	
TOTAL CONTRACT POINTS	

PLEASE CHECK ONE:

☐ I wish to receive payment during this term for all overload points earned.

☐ I wish to have earned overload points credited toward remaining contract requirements.

ACCEPTED:

_____ _____
INSTRUCTOR DATE

_____ _____
DIVISION CHAIRMAN DATE

FORM 2101 007 01/73 (Rev.)